


**FILED**  
Superior Court of California  
County of Los Angeles

**JUL 20 2020**

Sherri R. Carter, Executive Officer/Clerk of Court  
By , Deputy  
Ipena Salisbury

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

ALICIA MOSQUEDA-ZAVALA, individually,  
and on behalf of all others similarly situated; and  
REGINO MORALES individually, and on behalf  
of all others similarly situated,

*Plaintiff,*

vs.

CAMELBAK PRODUCTS, LLC, a Delaware  
corporation; VISTA OUTDOOR, INC., a  
Delaware corporation; and DOES 1 through 10,  
inclusive,

*Defendants.*

Case No.: BC721315

[Assigned for all purposes to Hon. Daniel J.  
Buckley, Dept. SSC-1]

CLASS ACTION

**~~[AMENDED PROPOSED]~~ ORDER  
GRANTING FINAL APPROVAL OF CLASS  
ACTION AND PAGA ACTION  
SETTLEMENT**

**JUDGMENT THEREON**

Date: July 20, 2020  
Time: 10:30 a.m.  
Courtroom: Dept. 1  
Judge: Hon. Daniel J. Buckley

Action Filed: September 13, 2018  
Trial date: Not set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiffs ALICIA MOSQUEDA-ZAVALA and REGINO MORALES (“Plaintiffs”) and  
3 Defendants CAMELBAK PRODUCTS, LLC and VISTA OUTDOOR, INC., (“Defendants”) have  
4 reached terms of settlement for a putative class action.

5 Plaintiff has filed a motion for final approval of a class action settlement of the claims asserted  
6 against Defendants in this action, memorialized in the JOINT STIPULATION OF CLASS ACTION  
7 SETTLEMENT and the FIRST ADDENDUM TO JOINT STIPULATION OF CLASS ACTION  
8 SETTLEMENT (*see* Declaration of H. Scott Leviant In Support of Plaintiff’s MOTION FOR FINAL  
9 APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT [“Leviant Decl.”], at Exhs. 1 and 2).  
10 The JOINT STIPULATION OF CLASS ACTION SETTLEMENT, as revised by the and the FIRST  
11 ADDENDUM TO JOINT STIPULATION OF CLASS ACTION SETTLEMENT, is collectively  
12 referred to herein as the “Agreement” or “Settlement.”

13 After reviewing the Agreement and the Notice process, and other related documents, and having  
14 heard the argument of Counsel for the respective parties, **IT IS HEREBY ORDERED AS**  
15 **FOLLOWS:**

16 1. The Court finds that the terms of the proposed class action Settlement are fair,  
17 reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. In granting final  
18 approval of the class action settlement the Court has considered the factors identified in *Dunk v. Ford*  
19 *Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer, Inc.*, 91 Cal.  
20 App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006).

21 2. The Court finds that the Settlement has been reached as a result of intensive, serious and  
22 non-collusive arms-length negotiations. The Court further finds that the parties have conducted  
23 thorough investigation and research, and the attorneys for the parties are able to reasonably evaluate  
24 their respective positions. The Court also finds that settlement at this time will avoid additional  
25 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution  
26 of the action. The Court finds that the risks of further prosecution are substantial.

27 3. The parties’ Settlement is granted final approval as it meets the criteria for final  
28 settlement approval. The settlement falls within the range of possible approval as fair, adequate and

1 reasonable, and appears to be the product of arm's-length and informed negotiations and to treat all  
2 Class Members fairly. The Settlement Class meets the requirements for conditional certification for  
3 settlement purposes only under Code of Civil Procedure § 382.

4 4. The Class Notice provided to the Settlement Class conforms with the requirements of  
5 Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and  
6 United States Constitutions, and any other applicable law, and constitutes the best notice practicable  
7 under the circumstances, by providing individual notice to all Class Members who could be identified  
8 through reasonable effort, and by providing due and adequate notice of the proceedings and of the  
9 matters set forth therein to the other Settlement Class Members. The Class Notice fully satisfied the  
10 requirements of due process.

11 5. The following persons are certified as Class Members solely for the purpose of entering  
12 a settlement in this matter:

13 All past and present employees of Defendants who employed in hourly or non-  
14 exempt positions and performed work at Camelbak facilities in California during the  
15 Class Period. (September 13, 2014 through the date upon which the Court grants  
preliminary approval [granted February 11, 2020]).

16 (Settlement, ¶¶ 3-4.) The PAGA Employees are defined as follows:

17 All Class Members that worked during the PAGA Period (September 13, 2017  
18 through the date upon which the Court grants preliminary approval [granted February  
11, 2020]).

19 (Settlement, at ¶¶ 10-11.)

20 6. Plaintiffs ALICIA MOSQUEDA-ZAVALA and REGINO MORALES are appointed  
21 the Class Representatives. The Court finds Plaintiffs' counsel are adequate, as they are experienced in  
22 wage and hour class action litigation and have no conflicts of interest with absent Settlement Class  
23 Members, and that they adequately represented the interests of absent class members in the Litigation.  
24 MOON & YANG, APC, and BOKHOUR LAW GROUP, P.C., are appointed Class Counsel.

25 7. The Court appoints Phoenix Settlement Administrators to act as the Settlement  
26 Administrator, pursuant to the terms set forth in the Agreement.

27 8. No Class Members have objected to the terms of the Settlement.  
28

1           9.       Three Class Members, Mary Ellen Bradley, Megan Duffey, and Minerva Garcia,  
2 requested exclusion from the Settlement Class. All other Class Members are Settlement Class  
3 Members and will be bound by the Final Approval Order and Judgment in the Action.

4           10.      All Settlement Class Members and PAGA Employees release claims as follows:

5       **Identity of Released Parties.** The Class Members, other than those who file Exclusion  
6 (“opt-out”) requests or fail to opt in to the FLSA release (discussed below), as to claims  
7 other than the PAGA claim, will fully release and hold harmless Defendants, as well as  
8 any of those entities’ current or former subsidiaries, affiliates, parent corporations,  
9 predecessors, insurers, agents, employees, successors, assigns, officers, third-party  
10 consultants, officials, and directors, attorneys, personal representatives, executors, and  
shareholders, including Defendants’ respective pension, profit sharing, savings, health,  
and other employee benefit plans of any nature, the successors of such plans, and those  
plans’ respective current or former trustees and administrators, agents, employees, and  
fiduciaries (collectively “Releasees”) from the Released Claims described below.

11       **Claims Released by Class Members.** As of the Effective Date, and upon payment by  
12 Defendants of amounts set forth in the Agreement, and except as to such rights or  
13 claims as may be created by this Agreement, each and every Class Member, on behalf  
14 of himself or herself and his or her heirs and assigns, unless he or she has properly  
elected to opt out of the Class (which will not effectuate an opt-out from the PAGA  
claim), hereby releases Releasees from the following claims (“Released Claims”) for  
the entire Class Period:

15 any and all claims, rights, demands, charges, complaints, causes of action, punitive or  
16 statutory damages, penalties, liquidated damages, expenses, attorneys’ fees and costs,  
17 interest, obligations or liability of any and every kind that were, or could have been  
18 asserted in this Action based on, or which arise out of, the facts alleged in any  
complaint filed in this Action, including without limitation any claims for failure to pay  
straight time or overtime wage, failure to pay minimum wage, failure to provide  
compliant meal and rest periods, failure to provide compliant wage statements, waiting  
time penalties, unfair business practices under California Business and Professions  
Code § 17200, and including, without limitation, Labor Code §§ 201, 201.3, 202, 203,  
218, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1182.12, 1194, 1194.2,  
1197, 1197.1, and 1198, derivative claims under California Business & Professions  
Code §§ 17200, *et seq.*, and all claims under the applicable Wage Order;

21 as to any Settlement Class Member who cashes their Settlement Payment, the signing  
22 and negotiation of that check shall serve as the Settlement Class Member’s consent to  
23 join the action for purposes of releasing claims arising under the Fair Labor Standards  
Act that are related to the claims stated in the Action, implicitly or explicitly. Each  
settlement check issued shall contain the following language: “My endorsing, cashing,  
or depositing of this check constitutes my consent to join the lawsuit entitled  
24 *MOSQUEDA-ZAVALA v. CAMELBAK PRODUCTS, LLC*, pending in the Superior  
Court of the State of California for the County of Los Angeles, Case No. BC721315,  
25 pursuant to the provisions of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. Section  
216(b); and,

26 any and all claims that were or could have been asserted based on the facts and/or  
27 claims pleaded in the Complaint or any amendments thereto for any purported violation  
28 of any local, state, or federal wage and hour laws (excluding claims arising under the  
Fair Labor Standards Act, which are addressed above), regulations, and/or ordinances,

1 including such laws, regulations, and/or ordinances related to the non-payment of  
2 wages, minimum wages, overtime wages, or any other wage-related or recordkeeping-  
3 related claims; liquidated damages; attorneys' fees, costs and expenses; pre- and post-  
4 judgment interest; or damages or relief of any kind arising from the allegation that the  
Class Members were not properly compensated for all time worked on a daily or  
weekly basis, under state or federal law, at any time during the Class Period.

5 **Release of PAGA Claims:** Upon the Final Approval by the Court of this Settlement,  
6 and except as to such rights or claims as may be created by this Settlement, Plaintiffs  
7 and the PAGA Employees shall fully release and discharge the Released Parties from  
8 any and all Released PAGA Claims ("Released PAGA Claims" means all claims  
asserted through California Labor Code §§ 2698, et seq., that arise out of or are related  
to the Released Claims) for the entire Released PAGA Claims Period. This release  
shall be binding on all PAGA Employees regardless of whether they submitted a valid  
request for exclusion from the Class.

9 11. Upon entry of this Final Approval Order and Judgment, compensation to the Settlement  
10 Class Members and PAGA Employees shall be implemented pursuant to the terms of the Settlement.

11 12. In addition to any recovery that the Plaintiffs may receive under the Settlement as  
12 Settlement Class Members, and in recognition of the Plaintiffs' efforts on behalf of the Settlement  
13 Class, the Court hereby approves the payment of an enhancement award to Plaintiff ALICIA  
14 MOSQUEDA-ZAVALA in the amount of **\$7,500** and to Plaintiff REGINO MORALES in the amount  
15 of **\$7,500** (for a total of \$15,000 in enhancement awards).

16 13. The Court approves the payment of attorneys' fees to Class Counsel in the total amount  
17 of **\$185,333.33**. Of that amount, and based upon disclosure of the existence of a written fee-sharing  
18 agreement, 55% of the fee, or **\$101,933.33** is awarded to MOON & YANG, APC, and **\$83,400.00** is  
19 awarded to BOKHOUR LAW GROUP, P.C. Litigation expenses are approved by the Court in the  
20 following amounts: **\$6,627.80** is awarded to MOON & YANG, APC, and **\$5,580.92** is awarded to  
21 BOKHOUR LAW GROUP, P.C.

22 14. The Court approves and orders payment in the amount of **\$6,500** to Phoenix Settlement  
23 Administrators for performance of its services as the Settlement Administrator, as set forth in the  
24 Notice to the Class.

25 15. The Court approves and orders payment in the amount of **\$15,000.00** to the Labor and  
26 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys  
27 General Act of 2004 (Labor Code § 2698 *et seq.*) ("PAGA"). The payment of \$15,000 is 75% of the  
28 \$20,000 allocated to resolution of all claims arising under PAGA.

16. Upon completion of administration of the Settlement, the Parties shall file a declaration regarding the status of the distribution of all amounts payable under the Settlement. A declaration from the Settlement Administrator regarding the status of distributions shall be filed with the Court no later than April 16, 2021.

17. In the event that any un-cashed or abandoned checks must be distributed to the approved cy pres recipient (the California State Bar's Justice Gap Fund, care of The State Bar of California, 180 Howard St., San Francisco, CA 94105) following the check negotiation period, the Settlement Administrator will cancel the tax documents associated with those un-cashed or abandoned checks, and the Parties will, in addition to the Settlement Administrator's declaration, submit to the Court a revised Judgment that states the final disposition of all amounts under this Settlement, including the aggregate amount of all uncashed checks and any accrued interest, in compliance with California Code of Civil Procedure § 384. The Settlement Administrator shall not transmit any funds to the cy pres recipient until the Parties have provided to the Settlement Administrator a revised Judgment approving the final distribution of all Settlement funds, including the amount of unclaimed funds and accrued interest, if any, to be transmitted to the cy pres recipient. Any revised Judgment shall require that all unclaimed funds and any accrued interest shall be distributed to the cy pres recipient so that no additional funds from this Settlement remain in the custody of the Settlement Administrator.

18. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give notice of this final Order and Judgment to all Settlement Class Members by posting the Order and Judgment for 90 days on the Settlement Administrator's website.

19. The Judgment set forth herein is intended to be a final disposition of the Action in its entirety and is intended to be immediately appealable.

## JUDGMENT

In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be entered whereby the Plaintiff and all Settlement Class Members shall take nothing from Defendant, except as expressly set forth in the Settlement, which was previously filed as Exhibits 1 and 2 to the



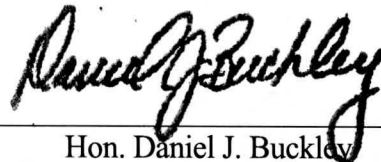
1 Declaration of H. Scott Leviant in Support of Plaintiff's Motion for Final Approval of Class Action  
2 Settlement.

3 Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California  
4 Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiffs,  
5 Settlement Class Members, and Defendants, for the purposes of:

- 6 (a) supervising the implementation, enforcement, construction, and interpretation of the  
7 Settlement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order,  
8 and the Judgment; and  
9 (b) supervising distribution of amounts paid under this Settlement.

10  
11 **IT IS SO ORDERED.**

12  
13 Dated: 7/20/20



Hon. Daniel J. Buckley  
LOS ANGELES COUNTY SUPERIOR COURT JUDGE

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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7<sup>th</sup> Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: ~~[AMENDED PROPOSED]~~ **ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT; JUDGMENT THEREON** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Brian P. Long  
SEYFARTH SHAW LLP  
601 South Figueroa Street, Suite 3300  
Los Angeles, CA 90017  
Facsimile: (213) 270-9601  
bplong@seyfarth.com

*Attorneys for Defendants* CAMELBAK PRODUCTS, LLC and  
VISTA OUTDOOR, INC.

☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service CASEANYWHERE. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **July 17, 2020** at Los Angeles, California.

H. Scott Leviant  
Type or Print Name

  
Signature